

**STATE OF LOUISIANA
DEPARTMENT OF WILDLIFE AND FISHERIES**

**REQUEST FOR PROPOSALS
FOR**

**ENHANCE EXISTING MARKETS AND ESTABLISH
NEW MARKETS WORLDWIDE FOR LOUISIANA
FURS**

MARCH 29, 2010



TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Overview	1
1.2	Background	1
1.3	Definitions.....	1
2.0	CONTRACT ADMINISTRATION	2
2.1	Proposer Communications	2
2.2	Project Organization and Management.....	2
2.3	Calendar of Events.....	3
3.0	ADMINISTRATIVE REQUIREMENTS	3
3.1	Mandatory Requirement Defined	3
3.2	Proposer Qualifications and Requirements (MR).....	4
3.2.1	Job Requirements.....	4
3.3	RFP Amendments	5
3.4	Proposal Certification (MR)	5
3.5	Proposal Response Date and Location (MR).....	5
3.6	Multiple Proposals (MR)	6
3.7	Proposal Presentation and Format Requirements	6
3.7.1	General Requirements.....	6
3.7.2	RFP Requirements (MR)	6
3.7.3	Figures and Tables	6
3.7.4	Material in the RFP	6
3.7.5	Financial and Management Responses	6
3.8	Waiver of Minor Administrative Irregularities.....	6
3.9	Proposal Rejection	7
3.10	Withdrawal of Proposals.....	7
3.11	Non-endorsement.....	7
3.12	Proprietary Proposal Material (MR)	7
3.13	Response Property of LDWF.....	7
3.14	Cost of Preparing Proposals.....	7
3.15	Number of Proposal Copies Required (MR)	7
3.16	Errors in Proposal	8
3.17	Conflict of Interest	8
4.0	INSTRUCTIONS FOR PROPOSAL PREPARATION.....	8
4.1	Proposal Submission Requirements (MR).....	8
4.2	Transmittal Letter (MR).....	9
4.3	Proposal Contents (MR)	9
4.4	Cost Proposal (MR)	9
4.5	Contract Award and Execution.....	9
5.0	EVALUATION PROCEDURES.....	10
5.1	Basis for Evaluation.....	10
5.2	Evaluation Team(s).....	10
5.2.1	Cost Evaluation.....	10
5.3	Evaluation Process.....	10
5.3.1	Administrative Screening.....	10

5.3.2	Mandatory Screening	10
5.3.3	Qualitative Review and Scoring	11
5.3.4	Evaluation and Grading RFP Proposals.....	11
5.3.5	Selection of Successful Proposer	11
ATTACHMENT I: STATEMENT OF WORK		12
ATTACHEMENT II: CONTENT FOR RFP PROPOSAL.....		14
ATTACHMENT III: TRANSMITTAL CHECKLIST.....		16
ATTACHMENT IV: CRITERIA FOR RFP PROPOSAL EVALUATION.....		18
ATTACHMENT V: LDWF SAMPLE CONTRACT		19

1.0 INTRODUCTION

1.1 Overview

The Louisiana Department of Wildlife & Fisheries (LDWF) and the Louisiana Fur Advisory Council (FAC) are soliciting proposals to provide for international fur marketing and new product development for a three year period.

1.2 Background

The LDWF manages furbearer species as commercial, renewable natural resources. Louisiana yields 11 different species of furbearers. The average annual production of nutria during the past 10 years has been 27,128 and raccoon 12,803. The average number of nutria taken over the past 7 years through the Coastwide Nutria Control Program (CNCP) has been 300,000. These two species alone provided nearly 86% of the value of an industry worth over \$1.7 million annually to Louisiana trappers, including Coastwide Nutria Control Program (CNCP) incentive payment \$5.00 per tail to participating trapper. The annual fur harvest of all species has historically been valued as high as \$25 million to the state's trappers.

The objective of the contract is to enhance existing markets, primarily but not exclusively in China, and establish new markets worldwide for Louisiana furs. These markets will result in better prices paid to trappers and help reduce over population of furbearers which are responsible for much of the habitat and property damage in coastal parishes of the State.

1.3 Definitions

- A. Shall- the term "shall" denotes mandatory requirements per R.S. 39:1556(21).
- B. Must, Will- the terms "must" and "will" denote mandatory requirements.
- C. May, Can- the terms "may" and "can" denote an advisory or permissible action.
- D. Should- the term "should" denotes desirable.
- E. Contractor- any person having a contract with a governmental body.
- F. State- the State of Louisiana or LDWF.
- G. Discussions- for the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals to this RFP.
- H. LDWF- Louisiana Department of Wildlife and Fisheries
- I. FAC- Fur Advisory Council
- J. CNCP- Coastwide Nutria Control Program

2.0 CONTRACT ADMINISTRATION

2.1 Proposer Communications

Upon release of this Request for Proposal (RFP), all Proposer communications concerning this acquisition must be directed to the Department of Wildlife and Fisheries as indicated below. Unauthorized contact regarding this RFP with other LDWF employees may result in disqualification. Any oral communications with the LDWF will be considered unofficial and not binding to the LDWF. Proposers shall rely only on written statements issued by the LDWF. All queries must be in writing and submitted to the LDWF by the date specified in the Calendar of Events (see Section 2.3).

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2.2 Project Organization and Management

The LDWF shall appoint a Project Manager for the contract resulting from this RFP, who will provide oversight of the activities. Notwithstanding the contractor responsibility for total management during the performance of this contract, the assigned Project Manager shall be the principal point of contact on behalf of the LDWF, and will be the principal point of contact for the contractor concerning their performance under this contract. All contractor activities under all parts of the contract will be accomplished in consultation with, under the direction of, and with the approval of the LDWF Project Manager.

Progress reports for the project, signed by the contractor's Project Manager, will be made monthly, with more frequent reports as necessary to maintain scheduled results.

2.3 Calendar of Events

Event	Date
Issue RFP	03/29/2010
Deadline to receive inquiries	04/5/2010
Issue responses to proposal questions/inquiries	04/12/2010
RFP Proposals due (CANNOT BE FAXED OR E-MAILED)	04/28/2010
Initial RFP evaluations	05/04/2010
Final Scoring	05/04/2010
Announce successful Proposer/Begin Contract Negotiations	05/04/2010

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Mandatory Requirement Defined

A mandatory requirement is an essential need that must be met by the proposer. The LDWF will eliminate from the evaluation process any proposer not fulfilling all Mandatory Requirements. A (MR) located next to the section heading identifies mandatory requirements.

Failure to meet a mandatory requirement shall be established by any of the following conditions:

- The Proposer states that a mandatory requirement cannot be met.
- The Proposer fails to include information necessary to substantiate that a given mandatory requirement has been met. *A response of “will comply” is not sufficient.*
- A representation does not indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The Proposer fails to include information requested by a mandatory requirement. *A response of “will comply” is not sufficient.*
- The Proposer presents the information requested by this RFP in a manner inconsistent with the instructions stated by mandatory requirements of this RFP.
- The Proposer fails to include the customer references required. *A response of “will comply” is not sufficient.*

3.2 Proposer Qualifications and Requirements (MR)

Qualifications

1. Contractor must have been in the business of marketing wild furs internationally for a minimum of ten (10) years.
2. Contractor must have experience managing trade show venues.
3. Contractor shall specify their direct experience related to new product development.

Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance, and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

Requirements

Subcontractors

If subcontractors will be used, the proposer should clearly identify any subcontractor arrangements. The proposer should provide the same information regarding the subcontractor's company as is requested for the proposer's company.

3.2.1 Job Requirements

1. The Contractor shall identify fur markets for Louisiana wild furs and provide samples to new manufacturers and international fur dealers.

2. Contractor shall coordinate a Louisiana display with sample skins and products at the fur fair in Beijing, China.
3. Contractor shall maintain contact with newly found raw and dressed fur dealers and manufacturers in and outside of the United States who have the potential to take a large volume of Louisiana fur skins. The location for this phase of the work will be in and around Eastern Europe, China and North America.
4. Contractor shall concentrate on the development of products utilizing eastern nutria which cannot be utilized in the plucked form, such as introducing nutria hair into the fur felt program, as well as developing new markets for raccoon, beaver and other Louisiana furs.

3.3 RFP Amendments

The LDWF reserves the right to change the calendar of events or issue amendments to the RFP. The LDWF also reserves the right to cancel or reissue the RFP.

3.4 Proposal Certification (MR)

The Proposer must certify in writing that all proposed terms, including prices, will remain in effect for a minimum of 120 days after the Proposal Due Date, and that all proposed capabilities can be demonstrated by the Proposer. This certification will be accomplished as part of the Proposer's Transmittal Letter as described in Section 4.2.

3.5 Proposal Response Date and Location (MR)

The Proposer's proposal, in its entirety, must be received by the RFP Coordinator at the address specified in Section 2.1 not later than 3:00 P.M. local time in Baton Rouge, LA on the date specified in the Calendar of Events (Section 2.3). Proposals will be logged when they are received. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the LDWF and will not be returned.

Proposers assume the risk of the method of dispatch chosen. The LDWF assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any Proposer. Facsimile transmission or other telecommunication or electronic means shall not be used to deliver proposals.

3.6 Multiple Proposals (MR)

Multiple proposals will not be allowed. Each qualified contractor may submit one proposal.

3.7 Proposal Presentation and Format Requirements

3.7.1 General Requirements

Proposals are to be prepared on standard 8 ½" x 11" paper. Foldouts containing charts, spread sheets and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals, brochures, handouts and other references should be bound separately. All responses, as well as any reference material presented must be in English.

3.7.2 RFP Requirements (MR)

Proposers must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement.

3.7.3 Figures and Tables

Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal section number and page number.

3.7.4 Material in the RFP

Proposals shall be based only on the specifications contained in this RFP. The RFP includes official responses to written questions, amendments, addenda and other material published by the LDWF pursuant to the RFP.

3.7.5 Financial and Management Responses

All Cost information is to be provided in Section 2 of the proposal (See Section 4.1)

3.8 Waiver of Minor Administrative Irregularities

The LDWF reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

3.9 Proposal Rejection

The LDWF reserves the right to reject all proposals at any time without penalty.

3.10 Withdrawal of Proposals

Proposers may withdraw a proposal, which has been submitted, at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the LDWF. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the proposal closing date and time.

3.11 Non-endorsement

As a result of the selection of a Proposer, the LDWF is neither endorsing nor suggesting that the Proposer's product is the best or only solution. The Proposer agrees to make no reference to the LDWF in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the LDWF.

3.12 Proprietary Proposal Material (MR)

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Proposer's proposal, the LDWF will comply according to the state of Louisiana laws and regulations. The LDWF will not accept responses where pricing is marked proprietary.

3.13 Response Property of LDWF

All materials submitted in response to this request become the property of the LDWF. Selection or rejection of a response does not affect this right.

3.14 Cost of Preparing Proposals

The LDWF is not liable for any costs incurred by the Proposers in the preparation and presentation of proposals submitted in response to this RFP.

3.15 Number of Proposal Copies Required (MR)

Proposers are to submit seven (7) copies of their proposal to the Louisiana Department of Wildlife and Fisheries.

3.16 Errors in Proposal

The LDWF will not be liable for errors in proposals. The LDWF reserves the right to make corrections or amendments due to errors identified in proposals by the LDWF or the Proposer. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposals. All changes must be coordinated in writing with, authorized by, and made by LDWF. Proposers are liable for all errors or omissions contained in their proposals.

3.17 Conflict of Interest

Proposer shall refer to and comply with the Louisiana Code of Governmental Ethics, La. Revised Statutes, Title 42, Chapter 15.

4.0 INSTRUCTIONS FOR PROPOSAL PREPARATION

4.1 Proposal Submission Requirements (MR)

The format and content of the proposal is specified in this section.

Proposals must be submitted in two (2) parts within the RFP response: Section 1 – Technical Proposal; Section 2 – Cost Proposal. The outside cover of the package containing the proposal shall be marked:

***ENHANCE EXISTING MARKETS AND ESTABLISH NEW MARKETS
WORLDWIDE FOR LOUISIANA FURS Proposal***

Name of Proposer

Date

Proposers are to provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFP. Elaborate proposals are neither required nor desired. The LDWF may award a contract based on initial proposals received without discussion of any offers.

4.2 Transmittal Letter (MR)

The transmittal letter shall be on the Proposer's official business letterhead. Refer to ATTACHMENT III (Transmittal Letter Checklist) for a complete listing of the information required with the RFP. The letter shall be signed by the person with the authority to bind the firm, answer questions and provide clarification concerning its proposal.

4.3 Proposal Contents (MR)

The required contents for the technical section of the submitted proposals are described in ATTACHMENT II.

4.4 Cost Proposal (MR)

The Proposer must provide a fixed price for this RFP. Any qualifications to cost should be taken into account in arriving at the fixed price.

4.5 Contract Award and Execution

The LDWF reserves the right to make an award without further discussion of the proposal submitted. The proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer shall specifically stipulate in the Transmittal Letter that the proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposals. It is understood that the proposal will become a part of the official file on this matter without obligation to the LDWF.

The general conditions and specifications of the RFP and the successful Proposer's response will become part of the contract.

The successful Proposer will be expected to enter into a contract with the LDWF, which is substantially the same as the sample contract included with this RFP as ATTACHMENT V. Negotiations may begin with the announcement of the successful Proposer. In no event is a Proposer to submit his own standard contract terms and conditions as a response to this RFP.

Note: The following contract terms are not negotiable.

Section/Paragraph/Title

TAXES

TERMINATION FOR CAUSE

TERMINATION FOR CONVENIENCE

NON-ASSIGNABILITY

AUDITORS
REMEDIES FOR DEFAULT
AMENDMENTS IN WRITING
NON-DISCRIMINATION
COMPLETE CONTRACT

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery of it, the LDWF may elect to cancel the award and award the contract to the next highest ranked Proposer.

5.0 EVALUATION PROCEDURES

5.1 Basis for Evaluation

The Technical sections of the proposals will be evaluated on the basis of the submitted proposals, presentations and references.

5.2 Evaluation Team(s)

An evaluation team composed of LDWF staff will perform the evaluation procedures.

5.2.1 Cost Evaluation

The evaluation team will evaluate all proposal services and costs, according to the cost evaluation criteria in the ATTACHMENT IV. The same criteria will be applied to all proposals.

5.3 Evaluation Process

5.3.1 Administrative Screening

The Louisiana Department of Wildlife and Fisheries will determine compliance with administrative requirements as specified in the RFP and will review all proposals. Only proposals meeting all of the administrative requirements will be further evaluated.

5.3.2 Mandatory Screening

Proposals meeting all of the administrative requirements will be reviewed on a pass-fail basis by the Evaluation Team to determine if they meet the mandatory response requirements as specified in Section 3.0 of this RFP. Proposals that are found not to be in compliance will be rejected from further consideration. If all

responding Proposers fail to meet any single mandatory item, the LDWF reserves the option to cancel the procurement. Proposals meeting the mandatory requirements will progress to the next step of the evaluation.

5.3.3 Qualitative Review and Scoring

Proposals will be evaluated and scored based on responses to requirements in the RFP. The evaluators will consider how well the Proposer's solution meets the needs of the LDWF, as described in the Proposer's response to each requirement. It is important that the responses be clear and complete, so that the evaluators can adequately understand all aspects of the proposal. Evaluations will be based solely on information provided in the responses, oral presentations and from references.

5.3.4 Oral Presentations May be Required

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the proposer at the oral presentation, if any, will be considered binding. If oral presentations are required, proposers would be able to earn up to an additional 10 points.

5.3.5 Evaluation and Grading RFP Proposals

The submitted Proposals will be evaluated according to the structure designated in the CRITERIA FOR RFP PROPOSAL EVALUATION, ATTACHMENT IV.

Scores for each RFP proposal will be assigned independently by evaluators based upon the effectiveness and thoroughness of the submitted proposal and pre-award presentations.

5.3.6 Selection of Successful Proposer

The evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to that Proposer with the best combination of attributes based upon the evaluation criteria. When a successful Proposer is identified, contract negotiations will begin. If, for any reason, a contract is not awarded to the first successful Proposer, then the next highest ranking finalist Proposer may be considered for the contract negotiations. All Proposers will be mailed notification of the name of the successful Proposer.

ATTACHMENT I: STATEMENT OF WORK

1.0 PROJECT OBJECTIVES AND SCOPE

1.1 Project Objective

The objective of the contract is to enhance existing markets and establish new markets worldwide for Louisiana furs. These markets will result in better prices paid to trappers and help reduce over population of furbearers which are responsible for much of the habitat and property damage in coastal parishes of the State.

1.2 Project Scope

LDWF requires the following for this project:

To include:

1. Coordinating with the LDWF Biologist Program Manager, responsible for the “Coastwide Nutria Control Program”, and who works with the Louisiana fur dealers and the internal committee designated by the Fur Advisory Council to encourage trappers to bring out nutria pelts along with the nutria tails and sell the pelts to fur dealers ready to purchase.
2. Marketing samples to new manufacturers and international fur dealers in at least four (4) countries around the world. Contractor shall encourage all interested manufacturers to buy raw skins from Louisiana fur dealers.
3. Coordinating and managing a Louisiana display with sample skins and products at the fur fair in Beijing, China.
4. Maintaining contact with newly found raw and dressed fur dealers and manufacturers in and outside of the United States who have the potential to take a large volume of Louisiana fur skins. The location for this phase of the work will be in and around Eastern Europe, China and North America.
5. Concentrating on the development of products utilizing eastern nutria which cannot be utilized in the plucked form, such as introducing nutria hair into the fur felt program.
6. Continuing to develop new markets for all Louisiana furs (especially nutria, raccoon and beaver) utilizing marketing opportunities through joint ventures and cooperative advertising.

7. Continuing to develop and encourage the use of the Louisiana Nutria Label “Genuine Louisiana Bayou Nutria” with participating processors and manufacturers.
8. Developing and maintaining a data base of names, addresses; telephone and fax numbers of all potential buyers discovered or developed.

ATTACHEMENT II: CONTENT FOR RFP PROPOSAL

A. Executive Summary

The executive summary shall condense and highlight the contents of the proposal in such a way as to provide the LDWF with a broad understanding of the entire proposal.

B. Background and Experience

The purpose of this section is to assure that the Proposer has the capacity and experience necessary to provide the services required by the LDWF. (Responses to this section shall not exceed seven (7) pages)

1. **Background** – the details of the background of the individual or corporation, its size and resources shall cover:

- Complete company name
- Federal identification or social security number
- Date established
- Corporate World Wide Web address
- Ownership (public company, partnership, subsidiary, etc.)
- State/Country in which the company is incorporated
- Narrative description of the company's organization, organization-chart, and indicate company officers where applicable
- Principal type of business
- Primary services or products offered by the corporation
- Total number of years in business
- Number of years in providing congressional education services
- Description of similar state agency projects completed

2. **Experience** – The Proposer shall discuss in detail their experience in working on projects similar in size and scope to this proposed contract. The experience must include projects within the last three years. The details of experience relevant to the proposed contract shall include experience in working with government entities in similar educational efforts.

The Proposer shall also list any related major projects currently being performed, including all current contracts with the State of Louisiana. Proposer shall supply a list

of at least three (3) references attesting to his prior work experience to perform the work described herewith.

Value of Background and Experience to this Project – Based on the information provided above, Proposer will summarize the unique value that their participation adds to this project.

C. Project Management and Work Plan

The Proposer must describe the project management approach and tools to be used and submit a proposed project work plan.

1. **Proposed Work Plan** – The work plan must reflect the approach and methodology described in the Scope of Work. It should identify all major tasks, the expected deliverables, targeted milestones as well as the Proposer's availability and responsiveness to the LDWF's immediate timetable. The work plan should also reflect the Proposers strategy for involvement by the LDWF and Proposer's staff in performance of the project.
2. **Value of Work Plan to this Project** – Based on the information provided above, Proposer will summarize the unique value that the proposed project management and work plan adds to the project with regard to assuring quality project deliverables.

ATTACHMENT III: TRANSMITTAL CHECKLIST

Please attach checklist to the transmittal letter addressing the required information below. The letter shall be on the Proposer's official business letterhead and will include the following, in the order given:

<u>YES</u>	<u>NO</u>	
_____	_____	1. A signed statement certifying that no personnel currently employed by, under contract with, or in any way associated with the LDWF have participated in any activities relating to the preparation of the Proposer's proposal, except as provided for in this RFP,
_____	_____	2. An itemization of all materials and enclosures being forwarded collectively in response to this RFP,
_____	_____	3. A reference to all RFP addenda received by the Proposer (by addenda issue date), to ensure that the Proposer is aware of all such addenda in the event there are any; if none have been received by the Proposer, a statement to that effect shall be included,
_____	_____	4. A statement that the Proposer believes the proposed solution meets all the requirements set forth in this RFP,
_____	_____	5. A statement which acknowledges and agrees to all of the rights of the LDWF and conditions, and all other rights and terms specified in this RFP,
_____	_____	6. The Proposer's guarantee that the proposal as submitted shall remain in full force and effect as specified in the RFP for at least 120 days after the closing date for responses or until a contract is approved, whichever comes first,
_____	_____	7. The Proposer's acceptance of prime Contractor responsibilities for all project activities,
_____	_____	8. The Proposer's acceptance of prime Subcontractor responsibilities for all project activities (will only apply if Subcontractors have been approved by the LDWF),
_____	_____	9. A statement explaining exceptions (if any exist) taken to the requirements of this RFP,
_____	_____	10. A statement which acknowledges whether proprietary data is included,

- _____ 11. A statement which contains the Proposer's contact person, mailing and email addresses, phone and fax numbers, and
- _____ 12. A statement explaining exceptions (if any exist) to provisions of the sample contract. (ATTACHMENT V).

ATTACHMENT IV: CRITERIA FOR RFP PROPOSAL EVALUATION

<u>Criteria</u>	<u>Maximum Score</u>
1) Approach and Methodology	50
<ul style="list-style-type: none"> • Understanding of the nature of the project • Approach to accomplish the project • Project Planning and Implementation Methodology • References 	
2) Corporate Experience	25
<ul style="list-style-type: none"> • Applicable corporate experience • Staff Qualifications 	
3) Cost Proposal	<u>25</u>
Total Score	100 *

**A maximum score is shown for each criterion. The proposal evaluators will assign a score between zero and the maximum score, which may include up to an additional 10 points for oral presentations if required..*

The cost formula is:

Score for each cost proposal will be determined by dividing the lowest proposed total cost by the cost of the proposal and multiplying by 25.

ATTACHMENT V: LDWF SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT

“Enhance Existing Markets and Establish New Markets Worldwide for Louisiana Furs”

Be it known, that on this 1st day of July, 2010, the Louisiana Department of Wildlife and Fisheries and Fur Advisory Council, Baton Rouge, Louisiana 70898-9000 (hereinafter sometimes referred to as “State”) and _____ (hereinafter sometimes referred to as “Contractor”) do hereby enter into contract under the following terms and conditions.

Purpose

The objective of the contract is to enhance existing markets and establish new markets worldwide for Louisiana furs. These markets will result in better prices paid to trappers and help reduce over population of furbearers which are responsible for much of the habitat and property damage in coastal parishes of the State.

Scope of Services

Contractor hereby agrees to furnish the following services:

1. The Contractor will coordinate with the LDWF Biologist Program Manager, responsible for the “Coastwide Nutria Control Program”, and who works with the Louisiana fur dealers and the internal committee designated by the Fur Advisory Council to encourage trappers to bring out nutria pelts along with the nutria tails and sell the pelts to fur dealers ready to purchase.
2. Contractor shall market samples to new manufacturers and international fur dealers in at least four (4) countries around the world. Contractor shall encourage all interested manufacturers to buy raw skins from Louisiana fur dealers.
3. Contractor shall coordinate a Louisiana display with sample skins and products at the fur fair in Beijing, China.
4. Contractor shall maintain contact with newly found raw and dressed fur dealers and manufacturers in and outside of the United States who have the potential to take a large volume of Louisiana fur skins. The location for this phase of the work will be in and around Eastern Europe, China and North America.

5. Contractor shall concentrate on the development of products utilizing eastern nutria which cannot be utilized in the plucked form, such as introducing nutria hair into the fur felt program.
6. Contractor will continue to develop new markets for all Louisiana furs (especially nutria, raccoon and beaver) utilizing marketing opportunities through joint ventures and cooperative advertising.
7. The Contractor will continue to develop and encourage the use of the Louisiana Nutria Label "Genuine Louisiana Bayou Nutria" with participating processors and manufacturers.
8. Contractor will send names, addresses; telephone and fax numbers of all potential buyers discovered or developed to all licensed fur dealers and provide a contact list to the State in the form of a Microsoft Excel database.

Monitoring Plan

The Fur Management and Research Program Manager will be responsible for monitoring the performance of the Contractor. Periodic contact with the contractor will be done via email, telephone, or fax to ensure that the Scope of Services is being conducted in a timely manner. Program Manager will evaluate the written reports to ensure that all aspects of the scope of services are completed in a satisfactory manner.

Measures of Performance

- 1) Timely submission of monthly activity reports outlining efforts and interest by region.
- 2) Submission of reports on international fur fairs and a list of all contacts showing interest.
- 3) A complete review of the total fur sales, prices received by trappers, and distribution of sales.

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a fixed fee of _____. Payment will be made only on approval of the Fur Management and Research Program Manager. If progress and/or completion to the reasonable satisfaction of the agency are obtained, payments may be made according to the following schedule: _____.

All requests for payment must be accompanied by a current progress report and the original signed invoice. The final request for payment request must include the original invoice and the final report. All monthly progress reports and the final report shall be submitted electronically.

The funding for this contract will be from Rockefeller Trust Fund (Reporting Category 0001).

Amendments

This contract upon execution by both parties hereto can be amended only by a written instrument signed by both parties. No amendment will be valid until it has been executed by all parties and approved by the Director of OCR, Division of Administration.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

Nonassignability

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or other state or Department auditors shall have the option of auditing all accounts of Contractor which relate to this Contract.

Term of Contract

This contract shall begin on July 1, 2010 and shall terminate on June 15, 2013.

Personal Information Breach Notification

Contractor agrees to bear the entire cost of notification in the event a breach of personal information (such information can include first name or first initial and last name in combination with any one or more of the following data elements, when the name or the date element is not encrypted or redacted: social security number, driver's license number, account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account) occurs as a result of, or for reasons relating to this contract when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the contractor.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Validity

This Contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of Contractual Review.

It is the responsibility of the Contractor to advise the Department in advance if Contract funds or Contract terms may be insufficient to complete the Contract objectives.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURES:
